

Green Bay

5 July 1963

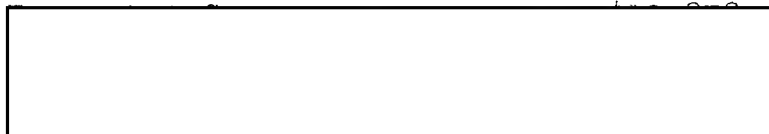
Subject: Data Submittal

Reference: (a) Meeting on 27 June 1963

Attachment: (A) Proposal For Equipment Evaluation

1. Attachment (A) includes a Statement of Work/Test Plan and cost estimate for the program outlined at the reference (a) meeting. The CPFF cost estimate is in the following amount:

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2. It will be noted that the majority of parameters required to make Attachment (A) complete must be defined. At such time as this data can be made available, it is suggested that a meeting be arranged to revise and complete the document.
3. This cost proposal is predicated upon the Attachment (A) Statement of Work and the following ground rules and program assumptions:
 - A. Go-ahead is to be received before 1 September 1963.
 - B. The contractor will be permitted to use the facilities located at this plant on a no-charge for use basis.
 - C. The obligation of the contractor to perform under this proposal is based upon the negotiation of a CPFF contract containing mutually acceptable terms and conditions.
 - D. This estimate assumes that there will be no requirements for additional improvements to the simulator or analog computer equipments.

For Order 201
CS-1712

- E. This cost estimate is to be considered in effect for a period of 60 days from the date of this proposal.
- F. Work week-40 hours, 8 hour day, 5 day week with spot overtime as authorized.
- G. Shipment of necessary equipment items, etc. in order to fulfill the requirements of this contract will be at the expense of the customer.

It is hoped that this submittal will meet with your approval.

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Contract No. 3(657)-12673

performance
-12673


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1. All of the services and/or supplies to be furnished and delivered for Task Order Nos. 1 through No. 14 under the terms of the contract, as amended, have been delivered to and accepted by the Government.
2. All contractual changes which have been initiated during the performance of the contract for Task Order Nos. 1 through No. 14 have been reduced to writing and embodied in formal contractual instruments such as Change Orders or Supplemental Agreement.
3. All reductions in fixed fee to which the Government is entitled in connection with Task Order Nos. 1 through No. 14 have been affected by Change Order or Supplemental Agreement.
4. All subcontracts or purchase orders for the performance of Task Order Nos. 1 through No. 14 under the contract have been completed and no bills or invoices in the Contractor's possession remain unpaid.
5. The Contractor has given notice to the Government of:
 - a. All Suits instituted against it, arising out of or in connection with Task Order Nos. 1 through No. 14 under the contract;
 - b. All inventions and discoveries required to be disclosed in connection with Task Order Nos. 1 through No. 14 under the contract;
 - c. All royalties and/or royalty rates paid or to be paid, which are required to be reported in connection with Task Order Nos. 1 through No. 14 under the contract.
6. In connection with Task Order Nos. 1 through No. 14 all Government-furnished property and property purchased by the Contractor for which it has been or will be reimbursed by the Government has been:

- a. Delivered to the Government or reasonably consumed in the performance of the contract; or
- b. Acquired and paid for by the Contractor; or
- c. Transferred to another cost reimbursement type contract under which accountability will be carried forward; or
- d. Retained by the Contractor for use on subsequent cost reimbursement type contracts; or
- e. Disposed of or retained by the Contractor with Air Force Plant Representative's approval, if of classified nature, in accordance with Security Agreement or existing regulations; or
- f. Sold, and the proceeds of all sales of Government-owned property, including scrap, have been or will be paid to the Government or credited to the contract; or
- g. Maintained in a common inventory available for all contracts because it is in the nature of supplies, shop tools, or other allocated material which are not directly related to any contract.

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GENERAL DYNAMICS CORPORATION
Fort Worth Division


Manager of Contracts

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CONTRACTOR'S RELEASE

Task Order Nos. 1 through No. 14

Under

Contract No. 3(657)-12673

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Pursuant to the terms of Co
consideration of the sum of
and 50/100

and in
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which has

been or is to be paid in connection with the performance of Task Order Nos.

1 through No. 14 under the said contract to the Fort Worth Division of
GENERAL DYNAMICS, Fort Worth, Texas (hereinafter called the Contractor), or to
its assignees, if any, the Contractor, upon payment of the said sum be the UNITED
STATES OF AMERICA (hereinafter called the Government), does remise, release, and
discharge the Government, its officers, agents, and employees, of and from all
liabilities, obligations, claims, and demands whatsoever under or arising from
the performance of Task Order Nos. 1 through No. 14 under said contract,
except:

1. Specified claims in stated amounts or in estimated amounts where the
amounts are not susceptible to exact statement by the Contractor as set forth in
Exhibit "A" attached hereto and hereby incorporated herein by this reference.

2. Claims, together with reasonable expenses incidental thereto, based
upon the liabilities of the Contractor to third parties arising out of the per-
formance of Task Order Nos. 1 through No. 14 under the said contract,
which are not known to the Contractor on the date of the execution of this
release and of which the Contractor gives notice not more than six (6) years
after the date of the release or the date of any notice to the Contractor that
the Government is prepared to make final payment, whichever is shorter.

3. Claims for reimbursement of costs (other than expenses of the Contrac-
tor by reason of its indemnification of the Government against patent liability),
including reasonable expenses incidental thereto, incurred by the Contractor in
connection with the performance of Task Order Nos. 1 through No. 14
under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which
are not released as set forth above, that it will comply with all of the provisions
of the said contract relating to Task Order Nos. 1 through No. 14, includ-
ing without limitation those provisions relating to notification to the Contracting
Officer and relating to the defense of prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 22ND day of
April 1966.

STATINTL

GENERAL DYNAMICS CORPORATION
Fort Worth Division

(B) 

Manager of Contracts

Exhibit "A" to
Contractor's Release

Task Order Nos. 1 through No. 14
Under
Contract No. ☐ 33(657)-12673

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1. None

CERTIFICATE

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Task Order Nos. 1 through No. 14
Under
Contract No. [] 3(657)-12673

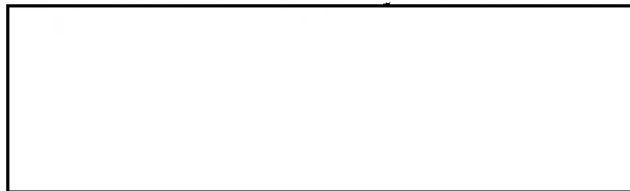
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I, [], certify that I am an Assistant Secretary of the corporation named as Contractor in the foregoing release; that [], who signed said release on behalf of the Contractor, was then Manager of Contracts of said Corporation; that said release was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its Corporate powers.

STATINTL

(CORPORATE SEAL)



CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

STATINTL

Task Order Nos. 1 through No. 14
Under
Contract No. 3(657)-12673

STATINTL

Pursuant to the terms of Contract No. 3(657)-12673 relating to the performance of Task Order Nos. 1 through No. 14 under said contract and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract for the performance of the aforesaid Task Order Nos. 1 through No. 14 and any assignment thereunder, the Fort Worth Division of the GENERAL DYNAMICS CORPORATION, Fort Worth, Texas, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest in all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of Task Order Nos. 1 through No. 14 under said contract, together with all the rights of action, accrued or which may hereafter accrue thereunder, provided the assignment, transfer, set over and release herein affected is limited to refunds, rebates, credits or other amounts now due or which may become due in regard to or in connection with the cost for which the Contractor is reimbursed.
2. Agree to take whatever action may be necessary to affect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer checks (make payable to the Treasurer of the United States) for any proceeds so collected in connection with the performance of Task Order Nos. 1 through No. 14 under said contract. The reasonable costs of any such action to affect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract for the performance of the aforesaid Task Order Nos. 1 through No. 14 and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claims or suit in connection with refunds, rebates, credits or other amounts due in connection with the performance of Task Order Nos. 1 through No. 14 under said contract (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claims or suit.

IN WITNESS WHEREOF, this agreement has been executed this 22ND day of
April 19 66.

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GENERAL DYNAMICS CORPORATION
Fort Worth Division

(By) 

CERTIFICATE

STATINTL

Task Order Nos. 1 through No. 14
Under
Contract No. 33(657)-12673

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I, , certify that I am an Assistant Secretary
of the corporation named as Contractor in the foregoing assignment, that
 who signed said assignment on behalf
of the Contractor was then Manager of Contracts of said
corporation; that said assignment was duly signed for and in behalf of said
corporation by authority of its governing body and is within the scope of its corporate powers. STATINTL

(CORPORATE SEAL)



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